

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mother's Food Products, Inc.		05/22/2006	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	R.A.B. Food Group, LLC		
Street Address:	444 Madison Avenue		
Internal Address:	Room 601		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	0552693	MOTHER'S	
Registration Number:	0560717	MOTHER'S	
Registration Number:	0581646	MOTHER'S	
Registration Number:	0589652	MOTHER'S	
Registration Number:	0607109	MOTHER'S	
Registration Number:	0617961	MOTHER'S	
Registration Number:	0641494	MOTHER'S	
Registration Number:	0739469	MOTHER'S	
Registration Number:	1422150	MOTHER'S	
Registration Number:	1353088	OLD WORLD	
CORRESPONDENCE DATA			
Fax Number:	(212)382-0888		

CH \$265.00 0552693

900050602

TRADEMARK
REEL: 003323 FRAME: 0011

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-382-0700
Email: email@ostrolenk.com
Correspondent Name: Martin J. Beran
Address Line 1: 1180 Avenue of the Americas
Address Line 2: 7th Floor
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	T/3869-307
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NAME OF SUBMITTER:	Martin J. Beran
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Signature:	/martin j beran/
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Date:	06/07/2006
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Total Attachments: 4 source=assign3#page1.tif source=assign3#page2.tif source=assign3#page3.tif source=assign3#page4.tif
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made as of May 22, 2006, by Mother's Food Products, Inc., a New Jersey corporation (the "Assignor"), to and in favor of R.A.B. Food Group, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor and the Assignee are parties to the Asset Purchase Agreement, dated as of May 22, 2006 (the "Asset Purchase Agreement"), by and among the Assignee, the Assignor, Rokeach Acquisition LLC, a Delaware limited liability company, C.B. Holdings I Corp., a Delaware corporation, Rokeach Food Corporation, a New Jersey corporation, Joyce Food, L.L.C., a New Jersey limited liability company, the Victor Ostreicher Irrevocable Trust, Howard Freundlich, a New York resident, and Victor Ostreicher, a New York resident; and

WHEREAS, the Assignor is the owner of the registrations in the U.S. Patent and Trademark Office set forth in Schedule A annexed hereto (the "Trademarks"); and

WHEREAS, as required by the Asset Purchase Agreement, the Assignor is required to enter into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby transfer, convey, assign and deliver to the Assignee all right, title and interest of Assignor in and to the Trademarks and the registrations and applications therefor, and all of the goodwill of the Business associated with each such Trademark, together with the right to bring suit and collect for past infringements thereof.

All capitalized terms used in this Assignment, which are not defined herein, shall have the meanings ascribed thereto in the Asset Purchase Agreement.

Nothing contained in this Assignment shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. In the event of any conflict or incompatibility between the Asset Purchase Agreement and this Assignment, the provisions of the Asset Purchase Agreement shall govern and control.

This Assignment shall be governed in all respects, including but not limited to, as to validity, interpretation and effect, by the internal laws of the State of New York, without giving effect to the conflict of laws rules thereof (to the extent such principles or rules are not mandatorily applicable by statute or would require or permit the application of the laws of another jurisdiction).

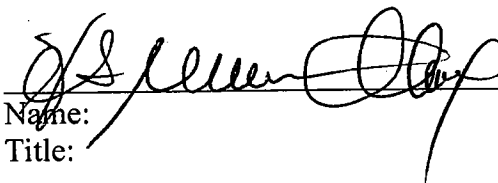
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Schedule of Marks

<u>MARK</u>	<u>REGISTRATION NO./APPLICATION NO.</u>	<u>DATE ISSUED</u>	<u>EXPIRATION DATE/NEXT ACTION</u>
MOTHER'S, and design	552,693	01/01/1952	01/01/2012
MOTHER'S, and design	560,717	07/01/1952	07/01/2012
MOTHER'S, and design	581,646	10/27/1953	10/27/2013
MOTHER'S, and design	589,652	05/11/1954	05/11/2014
MOTHER'S, and design	607,109	06/07/1955	Cancelled
MOTHER'S, and design	617,961	12/20/1955	12/20/2015
MOTHER'S, and design	641,494	02/12/1957	02/12/2007
MOTHER'S, and design	739,469	10/16/1962	10/16/2012
MOTHER'S, and design	1,422,150	12/23/1986	12/23/2016
OLD WORLD	1,353,088	08/06/1985	08/06/2015

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

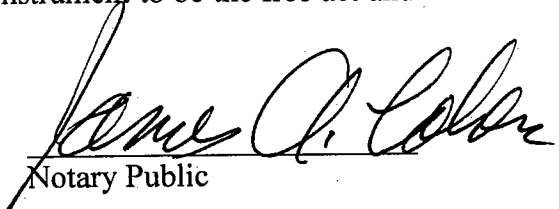
MOTHER'S FOOD PRODUCTS, INC.

By: 
Name:
Title:

STATE OF)
) :SS.:
COUNTY OF)

On this 22nd day of May, 2006 before me personally appeared H. Freundlich, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Mother's Food Products, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

JAMES A. COHEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02CO4507248
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES MARCH 30, 20____


Notary Public